

INVITATION TO PROPOSAL

The Town of Barrington is accepting sealed proposals for **“Front End Loader.”** Proposals must be submitted in a sealed envelope plainly marked:

“Front End Loader

“Proposal # 2015-5”

Town of Barrington

PO Box 660

Barrington, NH 03825

Attn: Town Administrator

All proposals must be received no later than **“May 4, 2015”** at **“2:30”** p.m. No late proposals, faxed, e-mailed or telephone proposals will be accepted. Proposal and specifications may be obtained by visiting www.Barrington.nh.gov, or emailing barringtonta@gmail.com, or by contacting the Town Administrator at Town Offices, PO Box 660, Barrington, NH 03825, (603) 664-7395. For questions on the current and proposed specifications on the loader contact Peter Cook (603) 396-4467. All proposals must be made on the proposal forms supplied, and the proposal forms must be fully completed when submitted.

PROPOSAL SPECIFICATIONS

The Town of Barrington is requesting proposals on the supply and delivery of a Front end Loader. The specification below is to outline a minimum specification. All comparable makes and models will be considered. An equipment specification sheet must accompany proposal.

Delivery to the DPW garage at 226 Smoke Street. Barrington N.H. 03825 must be received no later than 30 days from date of award. Proposal shall be inclusive of all set-up and delivery costs.

The town has a loader which it may wish to trade into the dealer, which option must be priced and included in the proposal.

Warranty information shall be submitted with proposal, and warranty work shall be performed at our location or at no expense of time or money if transported to dealership.

SPECIFICATIONS: (Please specify any exceptions which the proposed vehicle does not meet

- Engine net power shall be at least 120 hp
- 20.5-R25 tires Request to see options on tread design
- 2.5 cubic yard general purpose bucket with bolt-on edges, three weld on hooks on top of bucket.
- Engine shall be EPA interim emissions compliant certified diesel.
- Engine shall be fully equipped, either a six cylinder, or turbocharged four cylinder, four stroke diesel type
- Unit will be plumbed for different attachments.
- An electrical disconnect switch shall be standard.
- 24-volt starting and charging system with a 65-amp alternator.
- Machine shall have center-point articulation with an articulation angle of at least $\pm 40^\circ$.
- Automatic transmission to be of countershaft powershift design.
- Machine shall have a ride control system
- Standard and additional counter weights
- Rops cab shall be standard.
- Cab shall include a heater, defroster and air conditioner.
- Cab shall have pressurized and filtered air circulation system.
- AM/FM radio with auxiliary jack.
- Machine shall have front fenders
- Hydraulic system shall be filtered and completely sealed.
- Articulation joint shall have a single mechanical locking device to prevent frame articulation while servicing or transporting machine.
- Locking devices shall be capable of temporarily disabling the levers which control the hydraulics.
- Wheel loader shall have a front hydraulic locking differential
- Standard pallet forks
- Power converter and wiring for 2-way radio

- Limited slip differential front and rear
- Work lights
- Tilt steering wheel
- Factory Parts and Service manuals

- Brakes preferred to be outboard mounted and sealed from water, mud and dust.
- Brakes preferred to be a multi-disc-type per wheel, adjustment-free service brakes.
- Service brake actuation should be of independent front and rear hydraulic circuits providing effective braking in the event of partial system malfunction.
- Transmission and other major powertrain components, such as the axles, to be designed and manufactured by the equipment manufacturer.
- Single lever joystick control of implement levers with integrated switch for transmission forward-neutral-reverse shift capabilities shall be available.
- Machine should have a fuel economy mode that allows the transmission to upshift at lower RPM's.
- Quick coupler designed and manufactured by equipment manufacturer.
- Machine may be available with an outside toolbox.
- Operator's seat to be a cloth-covered suspension-type with adjustments for height, weight, fore/aft, and suspension dampening.
- Cab to have equipped with a wiring harness having a harness connector to simplify servicing by avoiding the need to cut electrical wires when removing the cab.
- Cab to have internally mounted rear-view mirrors.
- Front and rear facing strobe lights.
- Machine may be equipped with rear platform extensions

**FRONT END LOADER
PROPOSAL FORM
PROPOSAL # 2015-5**

MAKE:_____

MODEL:_____

CATALOGUE CUT SHEET ENCLOSED _____ YES _____ NO

TOTAL PROPOSAL AMOUNT(without
trade)_____

ALLOWANCE FOR TRADE IN:_____

NET PROPOSAL AMOUNT TRADE INCLUDED:_____

ANTICIPATED DELIVERY DATE:_____

**WARRANTY INFORMATION AND EQUIPMENT SPECIFICATION / CUT SHEET
MUST BE SUBMITTED WITH PROPOSAL. THE PROPOSAL MUST DETAIL ANY
AND ALL AREAS WHERE IT DOES NOT MEET THE SPECIFICATIONS.**

PROPOSER INFORMATION

NAME:_____ SIGNATURE_____

TITLE:_____

BUSINESS NAME & ADDRESS

PHONE# _____

FAX# _____

I. INSTRUCTIONS TO PROPOSERS**A. Preparation of Proposal**

1. The Proposer shall submit her/his proposal upon the forms furnished by the Town (attached). The Proposer shall specify the unit price or lump sum proposal, both in words and figures for each pay item listed. All words and figures shall be in ink or typed.
2. If an amount entered by the proposer on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum proposal entered above or below it, and initialed by the proposer, also with ink. In a case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The Proposer's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business address of the President, Secretary, Treasurer.
4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled proposal opening. The Purchasing Agent, will then forward both the question and the Town's response to the question to all prospective proposers.

B. Irregular Proposals - Proposal proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than furnished by the Owner, or otherwise specified, or if the form is altered or any thereof is detached.
2. If there are unauthorized additions, conditional or alternated proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the proposer adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alter pay items.
5. If the unit does not substantially comply with the specifications in the sole opinion of the Board of Selectmen.

C. Interpretations - No oral interpretations will be made to any vendor as to the meaning of the specifications or terms and conditions of this sealed proposal invitation.

D. Delivery of Proposal Proposals

1. When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for proposals. Proposals received after the time for opening of the proposals will be returned to the proposer, unopened. Faxed proposal proposals are not acceptable.

E. Withdrawal of Proposal Proposals

1. A proposer will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.
2. No proposal may be withdrawn, for a period of (60) sixty days subsequent to the opening of proposals, without express written consent of the Town of Barrington, NH.

F. Public Opening of Proposals

1. Proposals will be opened and read publicly at the Board of Selectmen's meeting 6:30 PM 572 Calef Highway, Elementary School Annex on May 4, 2015. Proposers, their authorized agents, and other interested parties are invited to be present.

G. Disqualification of Proposers - Either of the following reason may be considered as being sufficient for the disqualification of a proposer and the rejection of his proposal of proposals:

1. More than one proposal for the same work from and individual, firm, or corporation under the same or different name.
2. Evidence of collusion among proposers.
3. Failure to supply complete information as requested by proposal specifications.

H. Trade- The town has a loader which it may wish to trade and desires a quote both with and without the trade.

II. **PROPOSAL EVALUATION**

A. In addition to the proposal amount, additional factors will be considered as an integral part of the proposal evaluation process including, but not limited to:

1. The proposer's ability, capability and skill to perform within specified time limits.
2. The proposer's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. Proposer's last performance.
5. Sufficiency of proposer's financial resources to fulfill the contract.
6. Proposer's ability to provide future maintenance and/or services.
7. Consideration of whether or not the trade option is in the Town's best interest
8. Consideration of selection of options on the proposal
9. Other applicable factors as the Town determines necessary or appropriate (such as compatibility with existing equipment).

III. AWARD AND EXECUTION OF CONTRACT

A. Consideration of Proposals

1. Proposals will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the written in words shall govern. In case of discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and proposal prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the Town, the best interest of the Town of Barrington will be promoted thereby.

B. Award of Contract

1. If a contract is to be awarded, the award will be made to the lowest responsible and qualified proposer whose proposal complies with all the requirements prescribed in the proposal specifications page(s) and proposal evaluation section of this document, as soon as practical after the proposal opening. If no one proposal meets all the specifications, the Board of Selectmen can select the one which it deems to be the best value coming closest to the specifications. No proposal shall be withdrawn for a period of (60) sixty days subsequent to the opening of proposals, without the consent of the town of Barrington. The successful proposer will be notified, at the address listed on the proposal that the proposal has been accepted and contract negotiations shall follow.

C. Cancellation of Award

1. The Town reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the Town.

IV. **EXTRAS**

- A. Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered, in writing, by the Town of Barrington.

V. **GUARANTEE OF WORK**

- A. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects result in from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
- B. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- D. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Town of Barrington may have the defects corrected and the Contractor shall be liable for all expense incurred.
- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

VI. **DEFAULT AND TERMINATION OF CONTRACT**

- A. Cause – Any of the following reasons, but not limited to, may be cause for termination of the contract or agreement entered into between the Town and vendor.
 1. Fails to begin work under Contract within the time specified in the notice to proceed.
 2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work.
 3. Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable.

4. Discontinues the prosecution of the work.
5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so.
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency.
7. Makes an assignment for the benefit of creditors.
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the Town of Barrington will give notice, in writing, to the Contractor for such delay, neglect, and default.
 - a. If the Contractor does not proceed in accordance with the Notice, then the Town of Barrington will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The Town of Barrington may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.
 - b. All extra costs and charges incurred by the Town of Barrington as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the Town of Barrington the amount of such excess.

OBTAINING PROPOSAL RESULTS

Proposal results will be posted after opening on the Town of Barrington's web site: www.Barrington.nh.gov or will be available by request via e-mail at the following address: barringtonta@gmail.com